

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

JORDAN ROY, and
JUSTIN TRUMBULL, on behalf of
themselves and others similarly situated,

Plaintiffs,

v.

FEDEX GROUND PACKAGE SYSTEM,
INC.,

Defendant.

Case No.: 3:17-cv-30116-KAR

**DEFENDANT FEDERAL EXPRESS CORPORATION'S OFFER OF JUDGMENT
UNDER FEDERAL RULE OF CIVIL PROCEDURE 68**

Defendant Federal Express Corporation, successor by merger to FedEx Ground Package System, Inc., (“FedEx”) makes this offer of judgment under Federal Rule of Civil Procedure 68, which must be accepted in its entirety, as follows:

1. FedEx allows judgment to be entered against it for Plaintiffs Jordan Roy and Justin Trumbull in the total amount of \$16,773.28 (\$8,400.64 to Jordan Roy; \$8,372.64 to Justin Trumbull).¹
2. FedEx allows judgment to be entered against it for Plaintiffs’ attorneys’ fees and costs in the amount of \$150,000.
3. Total offer of judgment amount is therefore \$166,773.28. 1099s will issue to Plaintiffs and Plaintiffs’ attorneys.
4. This offer is intended to fully satisfy the individual claims of Plaintiffs Roy and Trumbull asserted in this action or which could have been asserted in this action, including any pre-judgment interest, costs, and attorneys’ fees.
5. As required by Rule 68, this offer of judgment is made at least 14 days before the date set for trial (October 21, 2024). This offer shall be deemed withdrawn unless written notice of Plaintiffs’ acceptance is received within 14 days of service.
6. This offer of judgment is made for purposes of Rule 68 only and shall not constitute or otherwise be construed as an admission of either that FedEx is liable in this action

¹ This amount includes full liquidated damages under the FLSA for both Plaintiffs, so it does not include a separate calculation of prejudgment interest. *Powers v. Grinnell Corp.*, 915 F.2d 34, 41 (1st Cir. 1990) (“it is the settled rule that under the FLSA prejudgment interest is not allowed where liquidated damages have been awarded” (internal quotation marks and brackets omitted)). If Plaintiffs choose instead to forego liquidated damages for prejudgment interest, FedEx will allow judgment to be entered against it for \$8,386.64 (the amount in this paragraph 1 less liquidated damages), plus prejudgment interest on this amount of \$8,386.64 to be calculated and awarded by the Court post acceptance of the offer. All other paragraphs in this offer, including the attorneys’ fees, would remain the same.

to Plaintiffs or any other person or as an admission that Plaintiffs or any other person have suffered any damages or is entitled to any recovery as alleged.

7. This offer, even when accepted, will have no preclusive effect against FedEx regarding Plaintiffs' allegations, shall not constitute adjudication of the issues, and shall not operate as collateral estoppel/issue preclusion against FedEx in any other lawsuit, arbitration, administrative proceeding, government action, or other proceeding.

Dated: July 10, 2024

Respectfully submitted,

/s/ Jessica G. Scott

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Attorney for Federal Express Corporation,
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System, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed through the ECF system and will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on July 10, 2024.

The following are those who are currently on the list to receive e-mail notices for this case.

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